

**ALAMEDA COUNTY SUPERIOR COURT**  
**APPLICATION FOR APPOINTMENT TO ADR PANELS**  
*including Judicial Arbitration, Mediation, Neutral Evaluation, and Private Arbitration*

**1. APPLICANT:**

**Applicant's Name:** Laurence F. Padway  
**Firm Name:** Law Offices of Laurence F. Padway  
**Address:** 1516 Oak Street # 109  
Alameda, California 94501

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**Telephone:** (510) 814-6100 **Fax:** (510) 814-0650  
**Email:** LP@Padway.com

**2. PANEL REQUEST:** *(All applicants are requested to serve as Judicial Arbitrators)*

Check each panel for which you are applying:

☒ Judicial Arbitration ☒ Mediation ☒ Neutral Evaluation ☒ Private Arbitration

**3. EDUCATION:**

<u>Dates (from-to)</u>	<u>College/University/Law School</u>	<u>Degree Obtained</u>
UC Santa Barbara BA 1975		
UC Berkeley (Boalt) JD 1978		

**4. LEGAL EXPERIENCE:** State Bar No. 83914 Date Admitted: 11/78

**A. Are you a member in good standing of the State Bar of California?** Yes

**B. Are you a retired judicial officer?** No

Please describe when/where you last served as a judicial officer:

**C. Are you actively engaged in the practice of law at this time?** Yes

If not, are you retired from practice? \_\_\_\_\_ Date retired: \_\_\_\_\_

If your license is presently inactive, please explain: \_\_\_\_\_

**D. Are you currently active in litigation practice?** Yes

Approximately what percentage of your practice involves litigation? 100%

**E. If your practice includes personal injury litigation, approximately what percentage of your practice involves the representation of:**  
plaintiffs 90% ; of defendants 10%?

**F. How many of the following have you personally handled as attorney of record in the past**

five years? Jury Trials 7; Court Trials 4; Mediations 50;  
Arbitrations 25;

**G. Describe any legal publications or teaching you have done:**  
See attached C.V.

**5. ADR TRAINING and EXPERIENCE**

<u>Course Title</u>	<u>Sponsoring Organization</u>	<u>Hours of Credit</u>	<u>Dates</u>
None			

**A. Number of years experience as: mediator 10; arbitrator 15; neutral evaluator \_\_\_\_;**

**B. List all other court-connected ADR panels of which you are a member, specifying the processes for which you have qualified: Alameda County arbitrator; San Francisco Early Settlement Program ; Contra Costa EASE;**

**C. State the name(s) of any organization(s) through which you have provided ADR services during the past five years, giving the dates and the services you provided: self**

**D. Describe the subject matter of five disputes in which you served as the ADR provider in the past 5 years, including the dates of service, the process and if you were sole or co-provider.**

San Francisco Superior Court Early Settlement Program, co-neutral, two days annually -- each session involves 6-10 cases, usually with one co-neutral -- mostly personal injury or business disputes.

**Alameda County Superior Court arbitrations:**

2003, March 11: Vincent v. Dyett 02-0058292, personal injury  
2002, August 14: Liberty Mutual v. Quick, V-2-53208, personal injury  
2002, December 19: YCMAT v. Hunkler, 2002 046292, personal injury  
2002, June 16: County v. Garrido 837418-9, personal injury  
2002, June 18: Jessup v. Singh, V-020571-7, personal injury

**E. Is your ADR style best described as   x   facilitative or   x   evaluative/directive? Depends on what the parties want.**

**F. Describe any ADR related publications or training you have done: None**

**G. Set forth your hourly fee or fee schedule, including any sliding scale or pro bono provisions.**

**Attach a copy of your fee agreement.** *(Please note: Judicial arbitrators waive compensation for the first three (3) hours of hearing time in Alameda County and all ADR panelists are requested to accept at least three (3) Judicial arbitration cases per year).*

**\$400 per hour**

**6. AVAILABILITY/SPECIAL REQUIREMENTS**

**A. List any languages, other than English, in which you are able to conduct ADR proceedings: None**

**B. Please state any special bi-cultural/multi-cultural capabilities or familiarity you possess:**

Have had lots of clients in various cultures, but no specific training.

**C. You are available to conduct ADR conferences:   x   in your office;   x   at counsel's office;        other (please describe:)**

**D. You are available to conduct ADR proceedings:   x   during regular office hours;   x   evenings by appointment;        weekends by prior arrangement;**

**E. Please describe any requirements you have for ADR participants such as submission of copies of pleadings, briefs, declarations in lieu of testimony, etc.:**

For arbitrations and mediations, I prefer briefs in advance of the hearing; my arbitration style generally is informal, and I prefer to zero in on the contested issue(s) and take testimony only when there is some reason for it. Non-binding arbitrations rarely exceed an hour. EASE mediations also tend to be short, and focused either on resolution, or if that is not likely, on setting out what needs to be done so the parties can settle later while minimizing the expense incurred. Parties ordered to judicial arbitration may convert arbitration to mediation if they choose. Normally an arbitration award is accompanied by an opinion several pages long to provide some guidance for future resolution. Physician and witness testimony (in arbitrations) can be taken by telephone or in any means which makes sense to maximize efficiency of the process.

## **7. SUBJECT MATTER DESIGNATION**

Please check each area below in which you are qualified by training/experience to provide ADR services, indicating the percentage it represents of your law practice, if any, and the ADR process(es) which you are prepared to offer in that area:

My practice changes so fast and is so diverse in civil litigation that these categories and percentages do not make much sense. Generally, my practice covers ERISA, insurance coverage, consumer litigation, elder abuse, medical malpractice, professional liability, product liability, and personal injury, probate litigation and the odd contract. I am pleased to handle any form of ADR in any of these areas.

<b>Case Type Accepted</b>	<b>% of Practice</b>	<b>Judicial Arb.</b>	<b>Mediation</b>	<b>Neutral Eval.</b>	<b>Private Art</b>
<b>Bankruptcy</b>					
<b>Business/Corp.</b>					
<b>Civil Rights</b>					
<b>Collections</b>					
<b>Construction</b>					
<b>Contracts</b>					
<b>Elder law/abuse</b>					
<b>Employment</b>					
<b>-Discrimination</b>					

<b>-Harassment</b>					
<b>-Termination</b>					
<b>Environmental</b>					
<b>Fraud</b>					
<b>False Imprison.</b>					
<b>Family Law</b>					
<b>HO Ass'n</b>					
<b>Insurance Cov.</b>					
<b>Intellect. Property</b>					
<b>Landlord-Tenant</b>					
<b>Legal Malpractice</b>					
<b>Maritime</b>					
<b>Med Malpractice</b>					
<b>Partnership</b>					
<b>P.I. - Auto</b>					
<b>P.I. - Other</b>					
<b>Premises Liability</b>					
<b>Probate/Trust</b>					
<b>Product Liab.</b>					
<b>Real Property</b>					
<b>Securities</b>					
<b>Tax</b>					
<b>Toxic Torts</b>					
<b>Wrongful Death</b>					
<b>Other:</b>					

# MEDIATION FEE AGREEMENT

Case Name: \_\_\_\_\_ Case #: \_\_\_\_\_

We, the undersigned PARTIES, have voluntarily agreed to submit our dispute as referenced above to Mediation and have agreed that \_\_\_\_\_ shall serve as Mediator.

## 1. RIGHTS AND OBLIGATIONS OF THE PARTIES

The PARTIES understand and agree that mediation is voluntary and that any party may end participation in the process at any time. The PARTIES understand that the Mediator is a licensed attorney. However, the Mediator will not provide the PARTIES with legal advice nor represent the interests of any party as an attorney. The services of the Mediator are strictly limited to the mediation process. The PARTIES understand that each has the right to have an attorney present during the mediation and may consult an attorney regarding their legal rights and obligations at any time.

## 2. DESCRIPTION OF THE MEDIATION PROCESS

Mediation is a voluntary, informal, confidential process in which the Mediator assists the parties in communicating with each other, helps the parties clarify facts, identifies legal issues, and explores various options designed to lead to the resolution of the dispute.

The parties agree that the purpose of Mediation is to enter into a mutually acceptable agreement to resolve all relevant issues. Any agreement reached as a result of the Mediation shall be in writing, and shall be binding on the parties if the parties agree in writing that it shall be binding. A binding agreement may be entered in the appropriate court as an enforceable Judgment.

*The parties understand and agree that the mediation proceedings shall be confidential and cannot be used in any legal proceeding unless the Parties have entered into a written agreement that specifies it is binding.* The Parties and Mediator acknowledge that the provisions of California Evidence Code 1115 through 1128 apply to this mediation.

## 3. FEES FOR SERVICE

It is understood and acknowledged that the fees for the Mediator's services are subject to negotiation and agreement by the Mediator and the parties (with the exception of Parties found eligible for indigent or modest means service). The Mediator's hourly rate is \$\_\_\_\_\_, payable by the parties as follows: \_\_\_\_\_% by \_\_\_\_\_ (party) and \_\_\_\_\_% by \_\_\_\_\_ (party). Fees are immediately due and payable upon receipt of an itemized invoice. An initial refundable retainer in the amount of \$\_\_\_\_\_ per party is due seven days in advance of the Mediation. If the mediation hearing is cancelled less than 72 hours prior to the date set, \_\_\_\_\_% of the retainer shall be forfeited by each party. All checks shall be made payable to: \_\_\_\_\_.

## 4. ACKNOWLEDGEMENT

We hereby declare that we have read, understood and agreed to the foregoing terms for Mediation and have been provided with a copy of this agreement.

\_\_\_\_\_  
Party Signature, Dated: \_\_\_\_\_

\_\_\_\_\_  
Party Signature, Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney Signature, Dated: \_\_\_\_\_

\_\_\_\_\_  
Attorney Signature, Dated: \_\_\_\_\_